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obtained payment on the check from Bank Y. He then deposited the money to his own credit in Bank Y. Later he drew out the money and paid it over to the plaintiff in satisfaction of a pre-existing debt to the plaintiff. The plaintiff now seeks to recover from Bank X the amount of the unauthorized payment. *Held*, that as the money belonged in conscience to Bank X, the agent could not discharge his debt with it; and that, as the agent's debt remains unpaid, and the proceeds of the original check have reached the plaintiff's hands again, the plaintiff has suffered no damage. *Andrews v. Northwestern National Bank*, 117 N. W. 621 (Minn.).

As Bank X, in the main case, reimbursed Bank Y for its payment to the agent, the agent in effect wrongfully obtained money from Bank X. Consequently he was a constructive trustee for Bank X of the claim against Bank Y acquired with the stolen money. *Newton v. Porter*, 5 Lans. (N. Y.) 416. When he realized upon this claim and paid over the proceeds to the plaintiff, the latter, by accepting the money in payment and discharge of a pre-existing debt from the agent to himself, became a purchaser for value. *Mechanics' Bank v. Chardavoyne*, 69 N. J. L. 256. And being also a purchaser without notice, the plaintiff acquired title to the money free of all equities. *Nassau Bank v. National Bank of Newburgh*, 159 N. Y. 456. See 19 HARV. L. REV. 55. In other words, the money paid to the plaintiff was not at all the property of Bank X, but the plaintiff's own property for which he had paid value. Therefore his loss through Bank X's payment on the forged indorsement was not cured by this payment from the agent; and he should have been allowed recovery to the full amount of the original check, under the rule making the drawee bank responsible to the depositor for payments upon forged indorsements. *Bank of British N. America v. Merchants' National Bank*, 91 N. Y. 106.

BILLS AND NOTES — CHECKS — DISHONOR OF CERTIFIED CHECK OBTAINED BY FRAUD. — A drew a check on the X bank payable to order of B. B had the check certified by X. Then B endorsed it to C in payment for a horse. C deposited the check properly endorsed in the Y bank. B discovered that C had obtained the check by fraud and notified Y of such fact. Y sued X on the check and, on an interpleader, B was substituted as defendant. *Held*, that Y may recover. *Blake v. Hamilton Dime Savings Bank Co.*, 87 N. E. 73 (Oh.)

By the certification of a check for the holder the drawer is discharged and the bank becomes debtor to the holder. *First Nat'l Bank v. Leach*, 52 N. Y. 350; *Willets v. Phoenix Bank*, 12 Duer (N. Y.) 121. It is as if a negotiable certificate of deposit had been issued. See *Metropolitan Nat'l Bank v. Jones*, 137 Ill. 634. Though a check so certified circulates as freely as money, it remains merely the representative of so much money in the bank. See *Merchants' Bank v. State Bank*, 10 Wall. (U. S.) 604, 647. Thus the acceptance of a certified check is not payment. *Mutual National Bank v. Rotgé*, 28 La. Ann. 933. In treating such checks as money the court apparently lost sight of this distinction. A purchaser for value without notice can collect such check, though it was stolen or obtained by fraud. *Nolan v. Bank of N. Y. Nat'l Banking Ass.*, 67 Barb. (N. Y.) 24; *Nassau Bank v. Broadway Bank*, 54 Barb. (N. Y.) 236. But it is submitted that against a holder without value or with notice these defenses should be valid. In the case of bank notes and certificates of deposit it has been so held. *Olmstead v. Winsted Bank*, 32 Conn. 278; *Dunn v. Bank*, 11 S. D. 305. In the United States the mere credit of a check to a depositor's account does not make the bank a purchaser for value. *Thompson v. Sioux Falls Nat'l Bank*, 150 U. S. 231. Therefore the main case seems a departure from true principle.

CONFLICT OF LAWS — MARRIAGE — VALIDITY OF FOREIGN MARRIAGE. — A Hindu, domiciled in India, where his personal relations were governed by the Hindu law, married in England a Christian woman there domiciled. The Hindu law forbade marriage outside of caste and religion, and allowed polygamy. *Held*, that the marriage is valid. *Venugopal Chetti v. Venugopal Chetti*, 25 T. L. R. 146 (Eng., Prob. Div., Dec. 7, 1908). See NOTES, p. 439.